



**REQUEST FOR PROPOSALS (RFP) for
SOFTWARE QUALITY ASSURANCE MANAGED SERVICES**

RFP NUMBER 14-15

**RELEASE DATE: January 9, 2015
DEADLINE FOR INQUIRIES: January 23, 2015 3:00 PM EST
DEADLINE FOR INTENT TO BID: January 23, 2015 3:00 PM EST
DEADLINE FOR SUBMISSION: February 20, 2015 3:00 PM EST**

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SECTION 1 – INTRODUCTION

1.1 Title

Request for Proposals (RFP) for the Software Quality Assurance Managed Services of current Indiana Public Retirement System (INPRS) applications.

1.2 Overview of Request for Software Quality Assurance Managed Services

INPRS is soliciting proposals from all qualified firms who wish to be a partner organization with INPRS and be considered as a vendor to provide Software Quality Assurance Managed Services as described in Section 3 – Scope of Services.

INPRS seeks to partner with a qualified firm to provide Software Quality Assurance Managed Services for the INPRS application environment. This environment currently includes, but is not limited to, the following systems:

- Employer Reporting and Maintenance (ERM)
- Oracle E-Business Suite (EBS)
- Indiana Pension Administration System (INPAS)
- INPRS Reporting Portal (IRP)
- Filenet P8
- Web-based applications

1.3 INPRS Background

1.3.1 History

INPRS is an independent body corporate and politic. The system is not a department or agency of the state but is an independent instrumentality exercising essential government functions. INPRS was established by legislation to manage the retirement funds of certain public employees throughout the State of Indiana. The State of Indiana officially approved the merger of the Public Employees' Retirement Fund (PERF) board and the Indiana State Teachers' Retirement Fund (TRF) board into one legal entity, INPRS, in 2011.

INPRS administers seven Defined Benefit (DB) plans. PERF, effective July 1, 1945, was initially created to provide pension benefits for Indiana residents who chose to work for the State of Indiana. Since then, the following five additional funds have been created:

- 1977 and 1985 Judges' Retirement System (JRS)

- 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund)
- State Excise Police, Gaming Agent, Gaming Control Officer and Conservation Enforcement Officers' Retirement Plan (C&E Plan)
- Legislators' Retirement System (LRS)
- Prosecuting Attorneys' Retirement Fund (PARF)

INPRS also administers TRF, created in 1921 by the Indiana General Assembly. TRF provides retirement benefits for public school teachers and other teaching professionals who work for state-funded institutions, such as colleges and universities.

These seven funds (PERF, TRF, JRS, 1977 Fund, C&E Plan, LRS, and PARF) are managed separately and administered by INPRS. For additional information regarding INPRS and the funds detailed above, please access: <http://www.in.gov/inprs/>.

1.3.2 Role

INPRS is responsible for receiving contributions from participating Employers and Members, investing those funds in a prudent manner, and paying benefits to qualifying Members of the seven plans. Services offered are fairly uniform across each of the seven funds, with certain exceptions based on the provisions that govern the specific plan.

Retirement benefits are based on creditable service and consist of a defined benefit pension plus an Annuity Savings Account (ASA) for PERF and TRF only. The defined benefit pension is a lifetime monthly retirement benefit funded by Employers. The ASA is an individual account funded by a mandatory contribution from either the Member or Employer. Members may also choose to make voluntary pre- and/or post-tax contributions to the ASA.

1.3.3 Member Base

PERF's member base (which includes PERF, JRS, 1977 Fund, C&E Plan, LRS, and PARF) consists of approximately 310,000 members, including about 80,000 benefit recipients. PERF and the 1977 Fund are both multiple-employer retirement plans with a total of approximately 1,100 participating employers statewide. All other plans administered by PERF are plans sponsored by a single employer: the State of Indiana.

TRF provides benefits to more than 140,000 members, including 50,000 benefit recipients from about 370 participating employers. Defined benefit funding for members hired before July 1, 1995, is on a "pay-as-you-go" basis, and allocations for benefits are appropriated annually by the legislature. For members hired on or after July 1, 1995, individual employers fund the benefits with actuarially determined contributions.

1.4 Issuer

INPRS is issuing this RFP in accordance with Indiana statutes governing the administration of INPRS and its procurement policy. The staff of INPRS has prepared the content of this RFP. One (1) copy of this RFP may be provided free of charge from INPRS or an electronic copy may be obtained from the following Web site: <http://www.in.gov/inprs/quotingopportunities.htm>. Additional copies are available at the rate of \$0.10 per page.

1.5 Contacts

Inquiries from Respondents are not to be directed to any staff or member of the Board of Trustees of INPRS, except as outlined in *Section 1.6* of this RFP. Such unauthorized communication(s) may disqualify Respondent from further consideration. INPRS reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any written communications about the RFP between INPRS and other Respondents.

1.6 Inquiries about the RFP for INPRS

All inquiries and requests for information affecting this RFP must be submitted by email to the contact below no later than due dates outlined in *Section 1.16* of this RFP.

Stan Lanman
Procurement Officer
procurements@inprs.in.gov

INPRS reserves the right to judge whether any questions should be answered in writing. Questions and responses will be posted to the INPRS Web site.

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to the INPRS Web site prior to the due date for proposals. If such addendum issuance is necessary, the Procurement Officer may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

1.7 Intent to Bid

INPRS requests that each Service Provider indicate its intention to bid by completing the form in Appendix B.8 and e-mailing it to procurements@inprs.in.gov with the subject line "Intent to Bid RFP #14-15" by the date provided on the cover page of the RFP.

1.8 Invitation to Submit Proposals

All proposals must be **received** at the address below **no later than February 20, 2015 at 3:00 PM EST**. Each Respondent must submit one hard copy and four electronic copies (preferably

PDF) of your response on CD. Please mark one of the electronic responses as an original. This electronic copy labeled original will be considered the official submission. The proposal must be clearly marked "Response to RFP 14-15 for Software Quality Assurance Managed Services" and addressed/delivered to:

Stan Lanman
Procurement Officer
Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned to the Respondent unopened within thirty (30) days of filing upon request.

1.9 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing (by facsimile or mail), if modifications are received prior to the date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, with proper identification and execution of a receipt for the proposal. Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

INPRS may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, INPRS will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected as deemed necessary by INPRS. Major errors or omissions, such as the failure to include prices, will not be considered by INPRS as a minor errors or omission and may result in disqualification of the proposal from further evaluation.

1.10 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Indiana's Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of such envelope that confidential materials are included. The Respondent must also specify the applicable statutory exception. If the Respondent does not specifically identify the statutory exception(s), INPRS will NOT consider the submission confidential. Furthermore, if INPRS does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may either reject the proposal or consider the merits of the proposal without honoring the confidentiality requested. INPRS does not accept blanket confidentiality exceptions for the

totality of the proposal. INPRS does not consider pricing to be confidential information. INPRS reserves the right to make determinations of confidentiality. Any objection to INPRS' confidentiality determination may be raised with the Indiana Public Access Counselor.

1.11 RFP Response Costs

INPRS accepts no obligation for costs incurred by Respondents in preparation of a proposal or any other costs incurred in anticipation of being awarded a contract.

1.12 Proposal Life

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date specified above. Any proposal accepted by INPRS for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by INPRS.

1.13 Taxes

INPRS is exempt from federal, state, and local taxes. INPRS will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.

1.14 Secretary of State Registration

Before an out-of-state corporate Respondent can do business with INPRS, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state corporate Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana
Corporations Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/sos/>. It is each Respondent's responsibility to register prior to the initiation of any contract discussions, but registration is not a requirement to submit a response.

1.15 Discussion Format

INPRS reserves the right to conduct discussions, either oral or written, with those Respondents determined by INPRS to be reasonably viable to being selected for award. INPRS also reserves the right to seek clarification to resolve issues as deemed necessary by INPRS.

INPRS is planning to hold joint solution sessions the week of February 9. The joint solution is planned to be a one hour maximum meeting where service providers can ask questions about the current environment and ask for general feedback of their high-level solution including staffing size, staffing location, proposed tools, and assumptions. The service provider may also ask for feedback on value added items such as intellectual property, additional services and industry solutions. Service providers will not be presenting their qualifications or any marketing materials at this meeting. The meeting format may be adjusted as necessary or canceled altogether depending on the number of service providers submitting the intent to bid form.

1.16 Compliance Certification

Responses to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and Respondent agrees that it will immediately notify INPRS of such actions should they arise. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana. The Respondent agrees that INPRS may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that INPRS may bar the Respondent from contracting with INPRS, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to INPRS.

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1.17 Summary of Milestones

The following is the expected time line for this solicitation:

ACTIVITY		EXPECTED DATE
Release RFP		January 9, 2015
Respondent's Inquiry Period Ends		January 23, 2015 3:00 PM EST
Intent to Bid Form Due		January 23, 2015 3:00 PM EST
Answers to Inquiries Provided		January 30, 2015
Joint Solution Sessions		Week of February 9, 2015
Respondent RFP Submissions Due		February 20, 2015 3:00 PM EST
Finalist Presentations		Week of March 9, 2015
Signed Contract Target Date		April 27, 2015
Vendor Assumes Software Quality Assurance Managed Services responsibility		July 1, 2015

ACTIVITY	Description
Release RFP	The RFP will be e-mailed directly to interested parties as well as posted on the procurement Web site.
Respondent's Inquiry Period Ends	This is the last date to submit formal written questions. Note: The joint Solution Sessions will not exceed one hour, so it is not recommended that service providers hold off questions until then.
Intent to Bid Form Due	All service providers should respond to INPRS of their intent to submit a proposal by this date.
Answers to Inquiries Provided	Questions that were submitted by January 23 will be responded to by this date. INPRS reserves the right to not answer questions it feels are not necessary or appropriate.
Joint Solution Sessions	Please see the description in section 1.14
Respondent RFP Submissions Due	All hard copies and electronic copies are due on this date.
Finalist Presentations	Selected finalists will present their qualifications and solutions to the INPRS selection team.
Signed Contract Target Date	INPRS plans to have a contract signed by this date.
Vendor Assumes Software Quality Assurance Managed Services responsibility	INPRS plans to have the Software Quality Assurance Managed Services go live on this date.

SECTION 2 – PROPOSAL CONTENT REQUIREMENTS

2.1 General Instructions

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below.

A complete proposal will include the following:

- Hard copy submission of a transmittal letter (with the information in *Section 2.2* of this RFP)
- Hard copy submission of a business proposal (with the information and attachments described in *Section 2.3* of this RFP)
- Hard copy submission of the response to the scope tables, questions and SLRs in *section 3* of the RFP
- Hard copy submission of a fee proposal (with the information in *Section 2.4* of this RFP)
- Hard copy submission of required documents from Appendix B
- Original electronic copy of all required documents on a CD, as well as three additional electronic copies on CD

2.2 Transmittal Letter

The transmittal letter must be in the form of a letter and address the following topics:

2.2.1 Identification of RFP

The transmittal letter must first identify the RFP title and number.

2.2.2 Identification of Vendor

The transmittal letter must identify the following information:

- Respondent Name
- Street Address
- City
- State
- ZIP code
- Contact Name
- Phone
- E-mail

2.2.3 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including INPRS' standard contract clauses.

2.2.4 Signature of Authorized Representative

An authorized representative of the Respondent must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.2.5 Other Information

Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 Business Proposal

The business proposal must contain the required information and be organized under the specific section titles as listed below.

2.3.1 Executive Summary

Provide a high-level description of the proposed scope of services.

2.3.2 Proposed Approach

The service provider must provide a thorough description of its technical solution and delivery approach for all in-scope functions. The description of the solution should be written to communicate to INPRS IT leadership. The descriptions should contain sufficient detail for INPRS to understand the overall approach, key changes, and time frame associated with the service provider's specific solution.

The service provider should include materials specific to its solution for INPRS. The service provider should refrain from providing "marketing materials" and background information already provided to INPRS.

2.3.3 Relevant Experience

The Respondent should include a list of at least three clients for whom the Respondent

has provided services in the last five years that are the same or similar to those services requested in this RFP. Any public sector retirement plan clients are preferred.

Information provided should include the name, address, and telephone number of the client facility and the name, title, email address, and phone numbers of a person who may be contacted for further information and site visits may be arranged. The following table must be utilized as a template to present the aforementioned information for each reference.

REFERENCE	
Client Name	
Client Address	
Primary Contact Name	
Primary Contact Title	
Primary Contact Phone Number	
Number of Years as a Client	
Services Provided	

2.3.4 Organizational Capability

Describe the Respondent's organizational capability to provide the scope of work described in *Section 3* of this RFP. To demonstrate organizational capability, provide the following:

- Provide a description of the company, including the following information:
 - When the company was established
 - Long-term debt rating (Moody's or S&P)
 - Total number of employees
 - Number of employees performing Software Quality Assurance Managed Services
 - Employee turnover rate
 - Locations of corporate offices
- Legal entity that will be contracting to provide the services outlined in the RFP
Indicate how long the Respondent has been providing proposed services to clients
- State whether parts of the proposed services are to be provided by a subcontractor/partner and describe the relationship with the proposed subcontractor/partner and subcontractor/partner role in providing these services

- Confirm that INPRS will contract with only one party who will be held accountable for all performance-related issues, including liability and the payment of liquidated damages for all services that become part of the final contract

i. Personnel

Provide a brief narrative summarizing the Respondent's staffing plan. In addition, include the following:

- List all resources proposed for the proposal. Proposers must list the key staff, as well as additional staff needed to fulfill this RFP. Proposers must provide resumes of staff that will be actively engaged and not representative resumes. INPRS reserves the rights to interview, screen, and approve or deny all resources proposed for the assignment.
- Provide an organizational chart for this proposal, showing the Proposer's team and how it will interact with INPRS. Also, include a narrative describing the organization, physical location and interactions. INPRS expects that the account manager, technical leadership and test manager will be onsite Monday through Friday, matching INPRS work hours, as well as any customer facing personnel.

ii. Registration to do Business

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in *Section 1.13* of this RFP. This process must be concluded prior to contract negotiations with INPRS. It is the Respondent's responsibility to successfully complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

iii. Financial Statements

This section must include the Respondent's financial statements, including an income statement and balance sheet for each of the two most recently completed fiscal years. In addition, please provide a copy of the respondent's most recent financial statement audit report. If none of these options are available, please note this in the proposal.

iv. Subcontractors

The Respondent must list any subcontractors that are proposed to be used in providing the required Services. The subcontractor's responsibilities under the

Proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the Proposal.

2.3.5 Contract

Appendix A of this RFP is the base contract that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this RFP in this section. Additionally, if the Respondent wishes to include or change any language in the base contract being submitted, proposed language should be included in this section in the form of an amendment to the base contract. It should be noted that *Appendix A* of this RFP includes the essential clauses that are nonnegotiable.

2.3.6 Assumptions

List any assumptions made by the Respondent, using the form provided in Appendix B.5 in developing the response to this RFP, including INPRS responsibilities.

2.4 Fee Proposal

Please provide detail on your proposed fees using the form in Appendix B.4. Fees must be submitted in U.S. dollars. The Services detailed in SECTION 3 – SCOPE OF SERVICES of this RFP are the basis for the proposed fees. The proposed fee shall include all costs for providing the required services to INPRS as described in section 3. In addition, INPRS is requesting additional unit rates for optional or infrequent services and additional hourly support of larger projects. The fees shall be guaranteed through the contract term.

Please include basic assumptions that your fee structure was based upon using the form provided in B.5. Payment of fees shall be in arrears.

Creativity in alternative pricing is encouraged to align with the creativity of the proposed solution. Any alternative pricing formats should be in addition to the required pricing in the B.4 format.

FAILURE TO SUBMIT A DETAILED FEE PROPOSAL IN THE FORMAT PROVIDED IN APPENDIX B.4 WILL ELIMINATE A RESPONDENT'S ORGANIZATION FROM CONSIDERATION.

SECTION 3 – SCOPE OF SERVICES

This section defines the Scope of Services desired for this Software Quality Assurance Managed Services initiative, including the service environment, service descriptions with roles and responsibilities, service level request (SLRs) and desired reporting needs of INPRS.

3.1 Response Instructions

The Scope of Services are defined and detailed in the following fashion (including RFP section reference):

Required Services

- 3.4.1 – Application Requirements and Design
- 3.4.2 – Test Preparation
- 3.4.3 – Test Execution
- 3.4.4 – System and Integration Testing
- 3.4.5 – User Acceptance Testing
- 3.4.6 – Regression/Parallel Testing
- 3.4.7 – Quality Assurance
- 3.4.8 – Account Management

Optional/Periodic Services

- 3.4.9 – Performance Testing
- 3.4.10 – Data Migration Testing

Required Services are required for all Services, including the Base Fees, Data Fixes, Monthly Releases, and Large Testing Projects. The Optional/Periodic Services may be requested in addition to the Required Services. The capabilities to provide the Optional/Periodic Services should be built into the price for Required Services, so the only fees for the Optional/Periodic Services will be the hourly rates described in Appendix B.6

NOTE: INPRS welcomes creative and innovative solutions in all aspects of this RFP, including locating service provider staff off-site (within the United States) and/or a mixed environment, provided that the stated services, service levels, and performance can meet/exceed expectations. INPRS is open to new models of sourcing. While we require a response as requested in the format directed, new ways of doing business will be considered in addition to the standard response. We encourage creative solutions.

Service providers should demonstrate their understanding and experience with ALL stated goals, critical success factors, services, service levels and performance measurements of this RFP. In your response, please reference specific RFP section numbers or paragraphs that your solution addresses to aid in evaluation. Additionally, we encourage your responses to address each of the

following components:

- Understanding, acceptance, and role your organization would play in the goals and critical success factors stated in this RFP.
- Estimated INPRS resources that service provider assumes are required for your specific proposal/solution, both in number and skill sets required or expected.
- The repeatable methodology, approach and/or process used to implement the services requested, including scheduled reporting requirements and tools employed.
- Any exceptions to the stated requirements and content of this RFP. A brief explanation of the exception and why.

In addition to responding directly to the requests in this RFP, service providers are encouraged to propose alternatives that they feel are in the best interest of both parties, which may improve INPRS technology environment, e.g., providing services from remote locations, alternative methods, toolsets, etc. Please be sure to clearly identify any alternative approach that is not included in the proposed pricing.

3.2 Software Quality Assurance Managed Services Goals and Critical Success Factors

The following are INPRS' primary goals that are driving future change in Software Quality Assurance Managed Services:

- **Continued QA Success** – potential future options should include nearly 100% accuracy of identifying any software bugs prior to Production deployment as well as identifying those bugs in Systems Integration Testing prior to User Acceptance Testing.
- **Improved QA technologies** – potential future options should provide for enhanced tools in the areas of test management, test execution and logging, testing automation, system performance, reporting and monitoring.
- **Automation** – potential future options should include using state of the art automation of repetitive tasks such as regression testing to drive operating efficiencies and performance improvements. INPRS expects the Service Provider to incorporate automation at usage rates found in best practices for SQA automation.
- **Experienced software quality assurance resources** – potential future options should provide experienced resources that have relevant software testing knowledge and provide significant input and innovations into the testing process.
- **Leverage industry expertise** – potential future options should provide for a significant level of industry expertise. This expertise could include proprietary tools, resource training processes, shared services centers of excellence, software quality assurance leading practices, and knowledge databases.

- **Minimize transition risk** – potential future options should reduce as much as possible any risk of transition to the new service delivery model. This includes the loss of institutional knowledge, specific system knowledge, and the loss of key resources.

3.3 Current Environment

The overall goal for the in-scope managed services environment is to provide high quality SQA services along with technology offering that will position INPRS for a more automated, efficient and effective QA environment. INPRS is looking for service providers that are innovative in recommending how these services will be provided.

3.3.1 Current Business Environment

INPRS administers and manage the following plans:

- PERF
- TRF
- PARF
- 1977 Fund
- LRS
- JRS
- C&E Plan

INPRS also oversees three non-retirement funds including the Pension Relief Fund, the Public Safety Officers' Special Death Benefit Fund and the State Employees' Death Benefit Fund.

The following are approximate statistics:

- 200 internal INPRS staff users of the INPAS application
- 450,000 Members – total consisting of active, inactive, and retired
- 130,000 Pension Payments processed monthly
- 10,000 New Payee Inceptions (Retirements) processed on an annual basis, including approximately 500 disability retirements
- 1,500 Employers Reporting to INPRS via ERM Web Application

3.3.2 Current Technical Environment

INPRS systems are integrated through Web services, batch processing, and database calls in which all systems communicate and currently include the following technologies and entities:

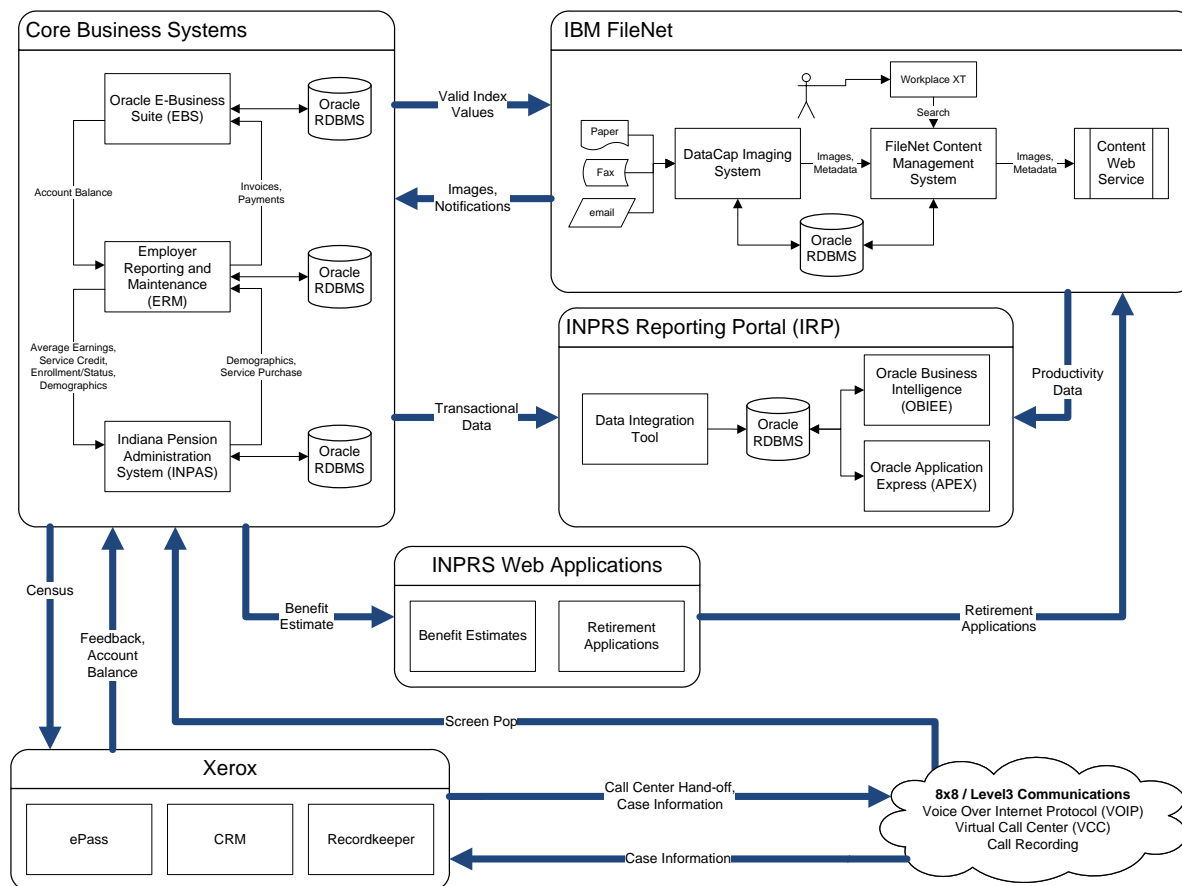
- *INPAS* consists of a standalone instance of the PeopleSoft Pension Administration module. It is not integrated with the full HR or other PeopleSoft modules. Instead, the demographic, payroll, and job data are communicated to PeopleSoft Pension through the ERM system. In order to use the Pension Administration processes, certain underlying tables of the Human Capital Management (HCM) Suite including, but not limited to HR, Base Benefits and eBenefits, are necessary and populated. The following summarizes components of the INPRS PeopleSoft Pensions implementation:
 - Minor customizations to core COBOL codebase
 - Approximately 100 noncore COBOL customizations
 - 11 PeopleSoft Pension Worklists
 - 2 PeopleSoft Checklist types with a total of 50 checklists
 - 10 PeopleSoft Delivered Reports, 50 Customized Reports
- *ERM* is a custom developed wages and contributions collections system. All employers who report contributions to one of the INPRS Funds are required to report these contributions electronically. ERM was developed to serve as the tool for reporting these contributions to INPRS and to help make employers' interactions with INPRS less complex and more efficient. The ERM application allows employers to maintain employer-related information, enroll new members, maintain member information, and submit wage and contribution data for each member, all in one location.
- *EBS* is INPRS' financial management application. INPRS utilizes EBS to perform the financial management functions for the organization (e.g., accounts payable, accounts receivable, budgeting, forecasting, cash management, loan processing, etc.).
- *ASA Recordkeeping:* Xerox is contractually responsible for providing ASA Recordkeeping Services to INPRS. This includes Xerox ownership of INPRS' ASA accounts, including transaction processing, daily valuations, and additional allocation options, as well as INPRS' pension payroll and processing functions for defined benefits (DB) (e.g., loans, printing checks, calculating and payment of withholding taxes, 1099 form processing, etc.).
- *Member Self Service:* Member Self Service works in conjunction with the INPRS/Xerox Web portal to provide self-service functionality for INPRS members. This functionality includes accessing demographic data, performing benefit calculations, initiating retirement, and calculating the cost of service purchases. The INPRS Web site also has internal employee user functionality

(INPRS Web) that includes a call management system that integrates with INPAS, provides bulk estimates for employees to run, etc.

- *Imaging:* PeopleSoft Pension exchanges information with the defined imaging application utilizing IBM FileNet P8. Images related to benefit forms and other member transactions are stored in this imaging system.
- *IRP:* Oracle Business Intelligence Enterprise Edition (OBIEE) pulls data from different INPRS applications which include ERM, EBS, INPAS to generate reports for delivery to IRP. Data from Xerox processing is also presented in IRP.

The following is a diagram of the INPRS application environment for reference:

INPRS Enterprise Context Diagram



The following summarizes the current basic application environment:

- Client Operating system is Windows 7
- Server Operations System is primarily Red Hat ES 5/6 and Windows 2003/2008
- Database is Oracle 11g
- Database connection is SQL Developer
- Programming languages is Java using ADF framework
- Software development environment is Oracle PeopleTools
- E-mail platform is MS Outlook 2007

3.3.3 Current Quality Assurance Environment

iLab has provided contractual QA resources at INPRS for the past 4 years. iLab assumed QA Leadership during the successful INPRS Modernization program and has continued to support INPRS on all initiatives requiring QA services. They have primarily been responsible for the following functions:

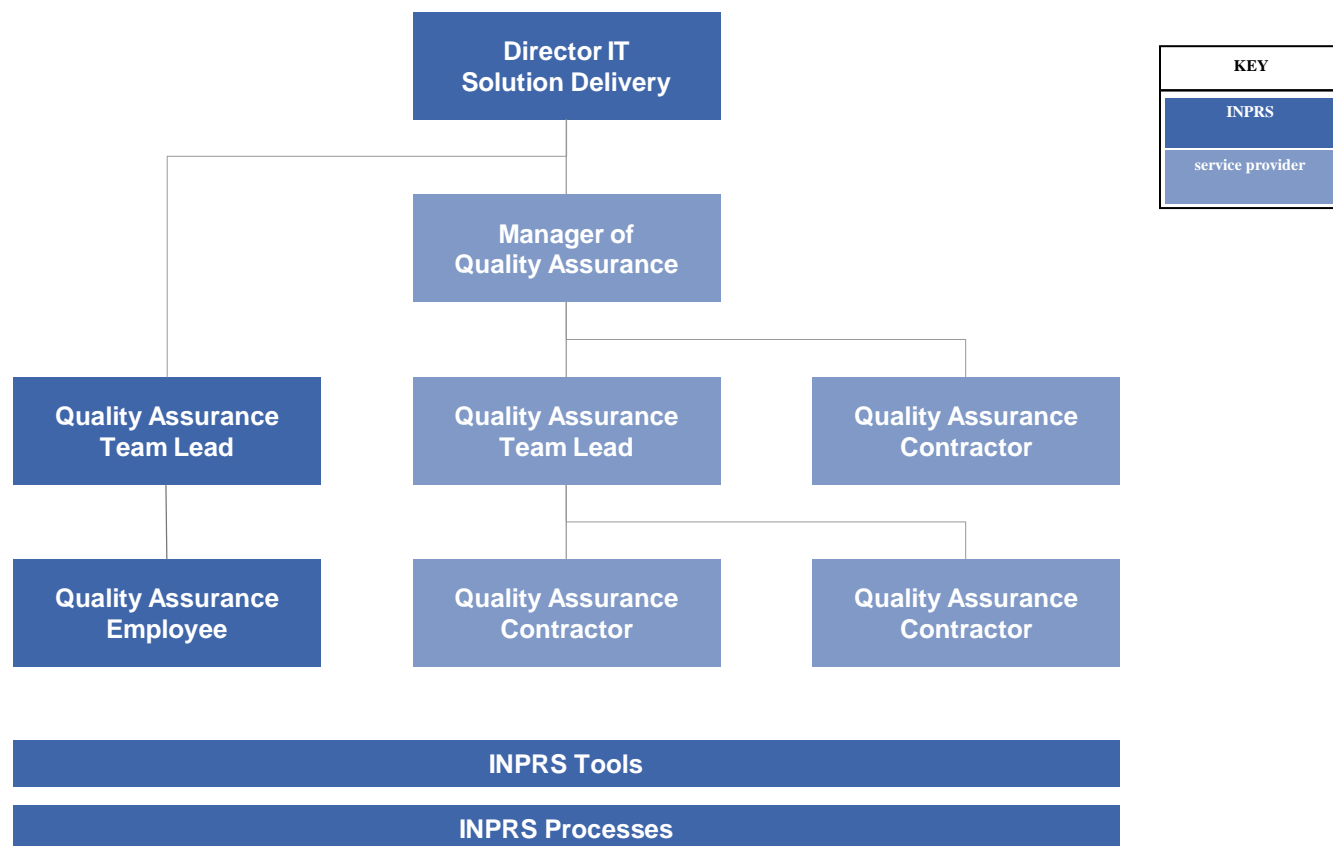
- Functional testing based on submitted requirements
- Participation in requirements review
- System integration testing
- Regression testing
- Acceptance and usability testing
- Generating test scripts
- Administration of user acceptance testing
- Performance Testing
- In addition, the team is responsible for testing of database scripts written by the development team to address data and database related issues.

INPRS has primarily retained the following functions:

- Security testing (penetration testing)
- End-user participation in user acceptance testing

The INPRS Software Quality Assurance function currently has 14 personnel, including 2 dedicated INPRS employees and 12 contractors from iLab.

As part of any transition, INPRS expects the Service Provider to offer employment to one QA Testing resource who has been an INPRS employee for over 7 years. This bridge to employment will provide specific INPRS knowledge to the Service Provider as well as allow the INPRS employee the opportunity to demonstrate their skills for the Service Provider. The employee is a solid performer with a good background in INPRS applications and technology as well as good testing skills. INPRS expects he would be offered employment at an experience and service level commensurate with your compensation and benefits program for a period of at least 6 months.



BugZilla is used to track issues for large projects. The software quality assurance function is moving from BugZilla to ServiceNow for defect and issue tracking. There has been some preliminary testing with automation, but automation has not been implemented to date. Test scripts are kept in Excel.

The most recent support volumes for the entire team are:

November Builds:

Total Builds	9
Total Fixes:	105
ERM Data Fix:	84
INPAS	10
EBS	0
IRP	7
WEB	3
ERM Emergency	1

October Builds:

Total Builds	8
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Total Fixes:	109
ERM Data Fix:	89
INPAS	11
EBS	1
IRP	5
WEB	3

September Builds:

Total Builds	9
Total Fixes	102
ERM Data Fix	75
ERM	3
EBS	2
WEB	5
INPAS	16
INPAS Emergency	1

The current QA team participates in various Requirement and Design sessions in order to provide a more robust testing strategy earlier in the process. INPRS sees this participation as critical to the success of the QA function within its organization.

Timeliness and adherence to published time lines is a critical measurement factor within the INPRS QA team. The team typically achieves 100% timeliness on data fixes and ERM/INPAS/WEB/EBS/IRP builds. In addition, a strong focus exists on identifying issues early in testing cycles. Any UAT failure is documented by reason and reviewed.

3.4 Scope Matrix

Response Instructions

This Scope Matrix contains specific Scope Requirements that define performance requirements of the RFP. While the Scope Matrix represents requirements, it is written from a “what” versus a “how” perspective to allow service providers the flexibility to deliver the service as efficiently as possible. The Scope Matrix, by design, does not include all tasks, deliverables, and accountabilities necessary for the Software Quality Assurance Managed Services initiative. Rather, it is intended to serve as the foundation that provides guidelines for INPRS and the service provider’s roles and responsibilities. It is expected that the Scope Matrix will evolve based on the service provider’s solution proposed and will be accepted before being incorporated into the final agreement for Services.

The service provider will respond as follows:

Step 1: The service provider must provide a narrative response that describes the service provider service delivery model or approach for the services referred to as the service provider proposed approach in accordance with the response instructions provided in section 2.3.2 of this RFP main body document. If a service provider cannot or will not deliver a specific service function as part of their proposed solution, please indicate that the function is not included and the reasons why within the proposed approach.

Step 2: In the Scope Matrices under the **Responsibility** column are the following three possible designations:

Responsible Party	
Designation	Content and Expected Response
SP	INPRS has identified this as an Activity that should be performed by the service provider. In each cell marked with an X, if the service provider agrees with the comment and responsibility as written then the service provider should insert an “Agreed” in the Comment field. Other comments should be provided only when needed to clarify the

	responsibility designation or to indicate the rationale for why the service provider will not be fully responsible for the Activity (i.e., the Designation is changed to either INPRS or Joint). Excessive use of the comment field to alter the requested responsibility/Activity or to limit/restrict the acceptance of responsibility will be viewed unfavorably.
<p>Checks in both Boxes (Prior to contract execution, all joint tasks will be eliminated or re-written into multiple statements with either INPRS or SP specified.)</p>	<p>INPRS will share responsibility with the service provider for the Activity. Service provider should leave this designation as Joint if they agree that it is a shared responsibility. Service providers must consider its responsibilities in their pricing and response narratives. If service provider does not feel that it is a shared responsibility, they should enter the appropriate designation (by striking through the original text (X) and adding their proposed response (i.e., please DO NOT simply delete the original text and replace it with your response)) and indicating their reasons for changing the designation in the Comments column.</p>
<p>INPRS</p>	<p>INPRS will retain responsibility for the Activity. Service provider should not change this designation. Service provider can include information in the Comments column if they feel that they can provide or support the Activity under their service delivery model.</p>

Step 3: The **Comments** column is intended to provide clarifying remarks where necessary. The service provider should enter comments only where it is important to clarify a proposed position or to provide rationale for proposing a responsibility that is different than shown in the scope matrix. In the event comments are provided, the explanations should be brief. Detailed explanations should be provided in the **service provider Services Solution** response document noted in Step 1 above.

Ref ID	Principal Activities	Responsibility	SP Comments
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		SP	INPRS	
Required Services				
Test 3.4.1	Application Requirements and Design			
Test 3.4.1.1	Participate in application requirements and design sessions.	X		
Test 3.4.1.2	Provide a three-month rolling forecast for application development projects.		X	
Test 3.4.2	Test Preparation			
Test 3.4.2.1	Provide overall INPRS testing strategy and architecture including standardization and INPRS education.		X	
Test 3.4.2.2	Set-up test environment which consists of hardware, software, and applications.		X	
Test 3.4.2.3	Support the operation and maintenance of approved testing tools.	X		
Test 3.4.2.4	Prepare test data for all combinations to be tested.		X	
Test 3.4.2.5	Identify the test cases/scripts for which an automated script can be created, if applicable.	X		
Test 3.4.2.6	Plan for automating the test cases, where applicable.	X		
Test 3.4.2.7	Create a requirements traceability matrix for all testing.	X		
Test 3.4.2.8	Confirm that the test scripting follows the approach and test categories that have been identified in the project test plan.	X		
Test 3.4.2.9	Create dry run test cases/scripts to verify that they execute properly.	X		
Test 3.4.2.10	Provide final test plans/scripts/data.	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.2.11	Review/approve test plans/scripts.		X	
Test 3.4.3	Test Execution			
Test 3.4.3.1	Retest failed test cases/scripts or modified scripts for testing the defect/deviation correction, if applicable.	X		
Test 3.4.3.2	Record, track, and report all defects/deviations, as well as resolve script and tester defects.	X		
Test 3.4.3.3	Respond to service provider requests for specific information within the time frames agreed upon with respect to the business requirements, functional requirements and design documents for purposes of modifying test scripts for testing the defect/deviation correction as applicable.		X	
Test 3.4.3.4	Review the executed test scripts.	X		
Test 3.4.3.5	Review the executed test scripts by the agreed appropriate project team members.		X	
Test 3.4.3.6	Provide test results in an agreed-upon format that meets the standards and criteria specified by INPRS.	X		
Test 3.4.3.7	Provide final executed test scripts in a format that meets the standards specified by INPRS.	X		
Test 3.4.3.8	Review and/or approve the test results based on criteria defined in the INPRS Standards for executed test scripts.		X	
Test 3.4.3.9	Provide test summary report, including scanned copies of executed test scripts, consisting of screen prints and reports, in a format acceptable to INPRS.	X		
Test 3.4.3.10	Document and provide recommendations for the system, i.e., observations of system usability, suggested enhancements, and performance improvement.	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.3.11	Review recommendations.		X	
Test 3.4.4	System and Integration Testing			
Test 3.4.4.1	Provide test plans, test cases, and test scripts for integration testing.	X		
Test 3.4.4.2	Review and approve testing documentation.		X	
Test 3.4.4.3	Set up and document all test data as described in the test scripts.	X		
Test 3.4.4.4	Document steps for which integration of each component shall occur in the project's test plan.	X		
Test 3.4.4.5	Assemble into functional subsystem and system components which have been individually tested in accordance with the project's quality assurance and configuration management plans.		X	
Test 3.4.4.6	Verify activities consisting of installation of components into the environment where they shall reside when assembled into an application and that installation procedures work.		X	
Test 3.4.4.7	Perform integration testing iteratively with increasingly larger and more complex combinations of components.	X		
Test 3.4.4.8	If multiple systems are involved, perform integration testing with other systems that interface with the current system, consisting of data feeds, where applicable and specified in a project test plan.	X		
Test 3.4.4.9	Use real production data, when possible, in integration testing to work to provide consistency between specifications and the desired business process.	X		
Test 3.4.4.10	Document all test results, as well as any deviations that have been discovered.	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.3.11	Provide test plans, test cases, and test scripts for system testing.	X		
Test 3.4.4.12	Review and approve all testing documentation.		X	
Test 3.4.4.13	Document and set up all test data as described in the test scripts.	X		
Test 3.4.4.14	Verify that all functions detailed in the specifications are carried out correctly.	X		
Test 3.4.4.15	Verify that screen design (when needed) has been implemented per specifications	X		
Test 3.4.4.16	Verify that all business rules have been implemented according to specification.	X		
Test 3.4.4.17	Verify the end-to-end process to work to confirm that fully integrated features behave according to specification.	X		
Test 3.4.4.18	Verify that every logical path through the system or program is implemented and functions as designed per approved test plan.	X		
Test 3.4.4.19	Perform negative testing.	X		
Test 3.4.4.20	Use real production data, when possible, in systems testing to work to confirm consistency between specifications.	X		
Test 3.4.4.21	Document all test results, as well as any deviations that have been discovered in a format acceptable to INPRS.	X		
Test 3.4.5	Regression/Parallel Testing			
Test 3.4.5.1	Identify agreed appropriate test scripts to execute for regression testing based on impact analysis.		X	
Test 3.4.5.2	Provide test plans, test cases, and test scripts for regression testing.	X		
Test 3.4.5.3	Review and approve all testing documentation.		X	

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.5.4	Automate test scripts where applicable.	X		
Test 3.4.5.5	Run automated testing suites (where applicable) as determined by the test scripts.	X		
Test 3.4.5.6	Document all test results, as well as any deviations that have been discovered in a format acceptable to INPRS.	X		
Test 3.4.6	User Acceptance Testing			
Test 3.4.6.1	Provide test plans, test cases, and test scripts for user acceptance testing.		X	
Test 3.4.6.2	Review and approve all testing documentation.		X	
Test 3.4.6.3	Create any test data required by INPRS to perform User Acceptance Testing (UAT).	X		
Test 3.4.6.4	Author UAT scripts, as required.		X	
Test 3.4.6.5	Assist the business/INPRS in test scripting for UAT, as required.	X		
Test 3.4.6.6	Support the business while they are performing UAT.	X	X	
Test 3.4.6.7	Execute UAT scripts.		X	
Test 3.4.6.8	Document all test results, including any deviations that have been discovered in UAT.	X		
Test 3.4.7	Quality Assurance			
Test 3.4.7.1	Help facilitate continuous, proactive improvement of products and processes.	X		
Test 3.4.7.2	Build quality into the process by following a standard project management framework, system development and validation lifecycles, as well as standard operating procedures (SOPs).	X		
Test 3.4.7.3	Conduct quality assurance testing on production releases of in-scope applications packages and standard images.	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.7.4	Update appropriate SOPs in the Policy and Procedures Manual to reflect roles and responsibilities transitioned to service provider and any changes thereto.	X		
Test 3.4.7.5	As appropriate SOPs changes, be responsible for additional training requirements, including INPRS .	X		
Test 3.4.7.6	Review recommended changes to processes and, if INPRS determines appropriate, approve.		X	
Test 3.4.7.7	Work with service provider to enable service provider to update SOPs to reflect roles and responsibilities that have transitioned to service provider and any changes thereto.		X	
Test 3.4.7.8	Provide access to INPRS online training system for applicable regulatory and compliance training courses.		X	
Test 3.4.7.9	Update INPRS training record system to reflect training taken by service provider upon notification from service provider that training has been completed.		X	
Test 3.4.7.10	As SOPs change, work with service provider to identify additional training requirements.		X	
Test 3.4.8	Account Management			
Test 3.4.8.1	Develop and document account management/reporting requirements and policies.	X		
Test 3.4.8.2	Develop and document account management reporting procedures.	X		
Test 3.4.8.3	Develop and document criteria and formats for administrative, service activity and service level reporting.	X		
Test 3.4.8.4	Develop and implement customer satisfaction program for tracking the quality of service delivery to INPRS. Coordinate program with other service providers (if necessary).	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.8.5	Approve account management reporting procedures.		X	
Test 3.4.8.6	Measure, analyze, and report system and service performance relative to requirements.	X		
Test 3.4.8.7	Prepare performance and other service level reports and provide as scheduled.	X		
Test 3.4.8.8	Prepare and provide activities reports and others as defined.	X		
Test 3.4.8.9	Prepare reports on statistics, root cause analysis and trends as requested.	X		
Test 3.4.8.10	Develop plans and procedures to ensure financial transparency in operations.	X		
Test 3.4.8.11	Provide any/all information required to satisfy audit requirements.	X		
Test 3.4.8.12	Produce monthly scorecard from data within the service provider tools.	X		
Test 3.4.8.13	Capture data required to support SLAs and operational metrics.	X		
Test 3.4.8.14	Submit all required performance reports as defined by the MSA and supporting schedules.	X		
Test 3.4.8.15	Implement a continuous improvement program.	X		
Test 3.4.8.16	Report on identified performance improvements.	X		
Test 3.4.8.17	Identify and recommend to INPRS opportunities to reduce costs.	X		
Test 3.4.8.18	Participate in management planning processes.	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Optional Services				
Test 3.9.1	Performance Testing (Load/Stress)			
Test 3.4.9.1	Provide performance testing requirements for new systems or major overhauls to existing systems.		X	
Test 3.4.9.2	Provide test plans, test cases, and test scripts for performance testing.	X		
Test 3.4.9.3	Review and approve testing documentation.		X	
Test 3.4.9.4	Compile realistic test data to simulate increased load/volume.	X		
Test 3.4.9.5	Simulate increased number of users to support stress testing.	X		
Test 3.4.9.6	Test various sites/locations and supporting networks as specified by INPRS, including applications to be implemented at multiple sites/locations.	X		
Test 3.4.9.7	Confirm testing at all applicable sites/locations.	X		
Test 3.4.9.8	Automate test scripts where applicable.	X		
Test 3.4.9.9	Provide and document click streams for test scripts .	X		
Test 3.4.9.10	Provide detailed reports and metrics regarding performance outcomes to see where the system or program is both performing well and performing poorly.	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.9.11	Perform system tuning according to results of performance testing.		X	
Test 3.4.9.12	Document all test results, as well as any deviations that have been discovered in a format acceptable to INPRS.	X		
Test 3.4.10	Data Migration Testing			
Test 3.4.10.1	Provide test plans, test cases, and test scripts for data migration testing.	X		
Test 3.4.10.2	Review and approve testing documentation.		X	
Test 3.4.10.3	Verify that existing data still behaves as expected and is unaffected by system/application changes.	X		
Test 3.4.10.4	Verify that database fields are updated with the correct data according to business rules.	X		
Test 3.4.10.5	Verify that data is written to the correct fields in the correct tables.	X		
Test 3.4.10.6	Verify that data is read from the correct tables and correct fields.	X		
Test 3.4.10.7	Verify that data has been correctly migrated from old tables to new tables where agreed necessary.	X		
Test 3.4.10.8	Verify all scheduled jobs to help confirm that they are running per the specifications.	X		

Ref ID	Principal Activities	Responsibility		SP Comments
		SP	INPRS	
Test 3.4.10.9	Verify that data is formatted correctly as per the specifications.	X		
Test 3.4.10.10	Perform data migration qualification.	X		
Test 3.4.10.11	Perform data migration dry run.	X		
Test 3.4.10.12	Document all test results, as well as any deviations that have been discovered in a format acceptable to INPRS.	X		

3.5 Service provider questions and required information

Please include answers to the following questions and required information in your proposal.

3.5.1 Specific service provider questions: Transition

1. Provide a description of service provider transition methodology and philosophy, including aspects of risk mitigation.
2. Provide your organization's transition plan. The transition plan should include sections that identify the tasks, projected time frames for the tasks, milestones, roles and responsibilities for INPRS and service provider personnel, and any major task dependencies.
3. Describe the transition approach for INPRS, including elements such as phases, time line, service changes required to move to managed service model, communication approach, knowledge capture/transfer, readiness testing, acceptance procedures.
4. Describe your organization's approach with transition to another service provider or back in-house at the end of the contract. What happens with tools and processes?
5. Describe in detail your organization's experience in managing transitions involving similar IT environments and scope to INPRS.
6. Describe the anticipated impact that the transition will have on normal INPRS business operations. Identify the anticipated disruption that transition tasks will have on INPRS's normal work environment and how your organization will minimize and manage any disruption.
7. What are the transition roles and responsibilities (including expectations of involvement and commitment of INPRS resources)?
8. What is the service provider's suggested approach for transition governance?
9. Provide a plan for communicating to the customer base during the transition.
10. Describe the metrics that will be used to identify the establishment of a posttransition "stable state".
11. Please describe your approach to transitioning the current INPRS SQA resource. How have you handled these transitions in the past? Have you been successful at hiring and maintaining similar resources over time?

3.5.2 Specific service provider questions: Transformation

12. What is your long-term vision for Software Quality Assurance Managed Services at INPRS?
13. What are the phases of the transformation, and how long do they take?
14. Assuming this scope is the "As-Is" view of resources, is there a plan to review the effort/resources and determine if a different team size is necessary? If so, when would this occur?

3.5.3 Specific service provider questions: Steady State

15. Describe the overall approach to providing the services and the value provided by service provider.
16. Provide examples of where you previously implemented SQA as a managed service. What metrics are used? What templates? What tools? What organizational structure?
17. What is your experience with providing SQA for retirement planning applications? What is your experience providing SQA for Oracle E-Business Suite, PeopleSoft Pension Administration module, and OBIEE?
18. What is your experience with providing SQA for state agencies, departments and state related organizations?
19. What are the roles/responsibilities of the remaining INPRS staff (General/Role-Based)?
20. What are the critical success criteria for setting up SQA as a managed service?
21. Disclose any issues or concerns with the scope of services as described herein.
22. How will licensing be handled for QA tools? Please list out all of the tools that you will you provide, including planned usage of the tools, interfaces of the tools and version numbers. How many licenses of each tool will you provide? Who can have access to your tools? What type of access is provided? What happens to the data in the tools at the end of the contract?
23. Describe your plan to make use of service provider intellectual property.
24. Describe how your organization monitors its performance of services. Provide examples of performance metrics, benchmarking techniques, and report content. Explain how performance monitoring is leveraged to promote continuous process improvement.

3.5.4 Specific service provider questions: Account Management and Governance

25. Describe the governance process your organization intends to implement for managing its relationship with INPRS.
26. Describe your recommended approach for determining decision rights between the parties. (Who is responsible for relationships with the stakeholders, who sets strategic direction, who prioritizes workload, who sets the governing policies, etc.)
27. Describe the sourcing and selection methodology used by Provider in assigning employees to the INPRS account. Describe the process used by Provider for personnel issues.
28. Identify your proposed Provider Account Executive and Delivery Manager, including resumes and other relevant background for these individuals. Specify how long such individuals have been with Provider. Describe both the individuals' experience in managed services arrangements and applicable industry experience.
29. Describe your recommendations for initial/ongoing communication with the customer base. Provide examples of newsletters, intranet communications, etc., you have used with clients to help manage change and set service expectations.
30. Propose an approach for aligning financial incentives to reward both organizations for creating a mutually beneficial relationship.

3.6 Service Level Request (SLR)

A key objective of INPRS's decision to source the identified managed services is to maintain effective service levels. Penalties for repeated failures to meet appropriate service levels will be built into the final contract. Section 3.6.1 depicts INPRS starting expectation with respect to the Provider's commitment to meet and measure certain quantitative or qualitative measures of performance of the Services. The service provider's failure to meet critical service levels could have an adverse impact on INPRS operations, and appropriate service level credits for each such failure will be expected by INPRS. Critical Service Levels will be defined as part of the Contract.

Each Service Level is structured with a minimum Service Level. The Provider is expected to review the table and insert suggested additional SLAs and using strikethrough on Service Levels it is not willing to utilize.

NOTE: INPRS encourages the inclusion of any/all "creative and customer focused" SLRs that the service providers has contributed to client success; as such, we encourage you to suggest additional or alternative SLRs.

3.6.1 Managed Services SLR Details

Description	Service Measure	Performance Target	Minimum Requirement
Data fixes completed on time	Timeliness	Completion of all data fixes by scheduled completion date	98 percent of system integration testing/user acceptance testing (SIT/UAT) completed within agreed-upon time frames.
Monthly releases	Timeliness	Completion of testing of all components of monthly release by scheduled completion date	98 percent of SIT/UAT completed within agreed-upon time frames.
Large testing projects	Timeliness	Completion of large testing projects by scheduled completion date	98 percent of large testing projects completed within agreed-upon time frames.
Off cycle deployments	Timeliness	Completion of off cycle deployment testing by scheduled completion date	100 percent of SIT/UAT completed for emergency deployments within 24 hours.
Overall defect detection rate	Testing Quality	Percent of defects found overall in UAT	100 percent of all defects found before promotion into production.
Initial defect	Testing	Percent of defects	99 percent of all defects found

detection rate	Quality	found during system and integration testing	before UAT testing.
Customer Satisfaction	Satisfaction	Rated satisfied or very satisfied at quarterly intervals	95 percent
Measurement Interval	Monitor continuously, measure weekly, report monthly for all metrics except customer satisfaction, which will be reported quarterly.		

Key Software Quality Assurance SLRs			
Description	Service Measure	Performance Target	Minimum Requirement
Documentation Turnover	Process Quality	Completion of testing documentation on time	100 percent of test plans, test scripts and requirements traceability matrix before testing is started and testing confirmation reports and screen shots will be completed within 1 week of testing completion.
Inquiry Responsiveness	Timeliness	Response to INPRS requests for specific information within the time frames agreed upon with respect to specific questions about testing results, issues, etc.	100 percent within 24 hours
Measurement Interval	Monitor continuously, measure weekly, report monthly		

3.6.2 Standard Managed Services Report Requirements

Minimally, the following standard reports will be required. Others can/will be discussed/requested as needed/required.

Description	Timing
QA report for data fixes for each release with defect information (statistical analysis, counts)	One report per release, plus a monthly summary
QA status report for all releases with defect information (statistical analysis, counts)	Monthly summary
Root Cause Analysis Reports	Per incident with a monthly summary
Weekly Status Report	Weekly

(Details of current status, issues, and potential risks as well as information on resource tasks/capacity)	
--	--

3.6.3 Managed Services Reports

1. In addition to the reports listed above, please include a sample copy of all applicable standard SQA reports for review and consideration.
2. For each SLR, service provider should provide a description of how this SLR would be measured and what tool would be used for data collection.
3. Beyond what you are required to report contractually, please describe your organization's philosophy/approach to learning from and adapting your services based on reports management and analysis?

SECTION 4 – CONTRACT AWARD

Based on the results of this process, the qualifying proposal(s) determined to be the most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for further action, such as contract award. If, however, INPRS decides that no proposal is sufficiently advantageous, INPRS may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, INPRS may begin contract preparation with the next qualified respondent or determine that it does not wish to award a contract pursuant to this RFP.

INPRS reserves the right to discuss and further clarify proposals with any or all respondent. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The Executive Director or his designee(s) will, in the exercise of his/her discretion, determine which proposal(s) offer the best means of servicing the interests of INPRS. The exercise of this discretion will be final.

4.1 Length of Contract

The standard term of the contract entered into under this RFP shall be for a period of three (3) years, beginning from date of final execution of contract, with the possibility of two (2) annual contract renewals thereafter.

4.2 Minority Business Development

In support of the State of Indiana's policy to promote opportunities for minorities, women, and veterans to participate in procurement and contracting opportunities as contractors and subcontractors, the System encourages applications from minority, woman, and disabled-owned firms. If an applicant is certified as a Minority Owned Business (MBE), Women Owned Business (WBE), or Veteran-Owned Small Business (VOSB), a copy of the certification should be included with the proposal.

4.3 Evaluation Criteria

INPRS has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

- Based on the results of the evaluation, the proposal determined to be most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for further action.
- In addition, the evaluation team will consider other factors it believes to be material for

this selection.

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements in an efficient and cost-effective manner. Specific criteria include:

- Process/Methodology/Tools
- Technical Solution
- Personnel Approach
- Contract Terms
- Impact of Transition (at the beginning and end of the contract)
- Pricing/Business Case
- Provider Qualifications
- Governance Structure
- Fulfilling the requirements set forth in the RFP
- Quality and completeness of responses to this RFP
- Quality of references
- Additional qualifying factors, as determined relevant by INPRS

INPRS may contact references. It is possible that finalists will be interviewed by persons participating in the selection process.

4.4 Other Government Body Consideration

INPRS seeks to gain potential pricing and resource advantage from a vendor partnership that is available to multiple government entities. Please indicate whether you will extend your prices of awarded products or services to other governmental bodies.

1. Other governmental body means an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.
2. INPRS DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
3. All other governmental bodies must be willing to accept bid items as described in the specifications without any changes once the bid is awarded.

Yes _____ No _____

APPENDIX A – SAMPLE CONTRACT FOR SERVICES

The following sample contract is the base contract that will be used if an award is made. It is the expectation of INPRS that the Respondent will review the sample contract and provide desired changes to INPRS at the time of submittal of a proposal. Desired changes are unlikely to be added unless INPRS determines in its sole discretion that the performance of services under the contract is dependent upon such changes.

If Respondent wishes to amend any term or change any language in the base contract being submitted, proposed language should be included in the business proposal in the form of an amendment to the base contract. See *paragraph 2.3* of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

If a required change is unacceptable to INPRS, the Respondent's proposal may be considered unacceptable. Please note the essential clauses section that follows for essential clauses that are nonnegotiable.

The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this Solicitation in the business proposal. The evaluation of a proposal may be negatively affected by exception taken by the Respondent to any part of this Solicitation, and INPRS reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Respondent's proposal.

Essential Clauses in the System's Professional Services Contract

As part of the Request for Proposal (RFP) process, you are required to review the Indiana Public Retirement System's (the "System") boilerplate professional services contract and submit comments with your proposal. The following clauses are nonnegotiable. If you believe that a clause will affect your risk of liability, you should adjust your bid price accordingly.

(Section 4) Access to Records

The System will not agree to any provision eliminating this requirement or requiring the System records to be retained for less than applicable law, including Indiana's public records retention schedule.

(Section 7) Audits

The System is subject to audits by the Indiana State Board of Accounts. Therefore, the System will not accept any substantive modifications to the language under this Section.

(Section 11) Compliance with Laws

The Indiana Attorney General requires this provision in all State of Indiana contracts. Contractor and its agents must abide by the ethical requirements set forth in Indiana Code, including provisions regarding the telephone solicitation of customers. As the System is subject to the jurisdiction of the State Ethics Commission and State ethics rules, the System will not agree to delete these provisions.

(Section 13) Confidentiality of System Information

Although the System is subject to Indiana's public records laws, many of the System records are confidential public records that cannot be disclosed. In addition, the Indiana Attorney General requires the Social Security disclosure clause in all State of Indiana contracts.

(Section 17) Disputes

The System will not agree in advance to any binding resolution clauses, except those of the State of Indiana courts; however, the System may agree to alternative dispute resolution options, should a dispute arise.

(Section 18) Drug-Free Workplace Certification

To ensure compliance with the Governor of Indiana's executive order on drug-free workplaces, these provisions are required in all the System contracts. The System will not accept any modifications of the language under this Section.

(Section 23) Governing Law

The contract must be governed by the laws of the State of Indiana, and suit, if any, must be brought in a state court of jurisdiction in the state of Indiana. As a quasi-governmental agency, the System is protected by the Eleventh Amendment of the United States Constitution, which guarantees that state governments hold sovereign immunity and are immune from federal lawsuits initiated by citizens of another state. The System will not agree to any provision that can be construed as waiving the System's Eleventh Amendment rights.

(Section 25) Indemnification

The System will not agree to any modification that limits Contractor's responsibility to indemnify the System as described in this Section. The Indiana Attorney General has opined that any agreement requiring the System to indemnify Contractor is a violation of the Indiana Constitution and against public policy. In addition, the System will not agree to any modification that limits the System's ability to recover damages or limits Contractor's liability as described in the contract.

(Section 33) Nondiscrimination

The Indiana Attorney General requires this provision in all State of Indiana contracts. The System will not agree to limit Contractor's liability under this provision, nor will the System agree to substitute Contractor's discrimination policy for the requirements under this Section.

(Section 32) Minority and Women's Business Enterprise Compliance

In the event Contractor uses a subcontractor to complete services pursuant to this contract, the System encourages the Contractor to visit the Indiana Department of Administration's Web site, which contains a list of subcontractors registered as Minority Business Enterprises and/or Women's Business Enterprises. If a subcontractor who performs services required under the contract is listed on the Web site, the System encourages the Contractor to give that subcontractor the opportunity to bid. If Contractor does not use a subcontractor to complete services pursuant to this contract, Contractor will be unaffected by this provision.

(Section 50) Investigations and Complaints

As part of the System's fiduciary and due diligence obligations, this is an essential clause in the System's contracts. The System will not accept material changes to this provision.

Additional contract provisions to which the System will not agree:

- Any provision requiring the System to provide insurance or an indemnity;
- Any provision requiring the contract to be construed in accordance with the laws of any state other than Indiana;
- Any provision requiring suit to be brought in any state other than Indiana;
- Any mandatory dispute resolution other than the courts;
- Any provision requiring the System to pay taxes;

- Any provision requiring the System to pay penalties, liquidated damages, interest, or attorney fees;
- Any provision modifying the statute of limitations;
- Any provision relating to a time in which the System must make a claim;
- Any provision requiring payment in advance, except for rent;
- Any provision limiting disclosure of information in contravention of the Indiana Access to Public Records Act; and
- Any provision limiting INPRS' ability to hire employees or subcontractors of bidders without penalty or additional cost to either INPRS or the employee or subcontractor.

Acknowledgement

We have reviewed and agree to the System's mandatory contract provisions.

Signature: _____

Name: _____

Title: _____

Company: «Company_Name»

Date: _____

Contract for Services

This CONTRACT FOR SERVICES ("Contract") is entered into and effective as of _____, 2013 ("Effective Date"), by and between _____ (the "Contractor") and the INDIANA PUBLIC RETIREMENT SYSTEM (the "System").

WHEREAS, the System issued a [Request for Proposal (RFP _____)]/Request for Quote] on _____, in which Contractor responded;

WHEREAS, System has determined that it is in the best interests of System, the retirement plans and funds it manages and administers and their members and beneficiaries to form an agreement with Contractor to perform services in the area of [Contract Scope];

WHEREAS, Contractor is willing to provide such services;

NOW, THEREFORE, in consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Duties of Contractor.** The Contractor shall provide the following services set forth on Attachment A, which is incorporated herein (the "Services").
2. **Consideration.** The Contractor shall be paid at the rate of _____ for performing the duties set forth above, as set forth in Attachment B, which is incorporated herein. Total remuneration under this Contract shall not exceed \$_____.
3. **Term.** This Contract shall commence on the Effective Date and shall remain in effect through the third anniversary thereafter. This Contract may be renewed under the same terms and conditions by mutual written agreement of the parties for up to three (3) one-year terms. This Contract, unless otherwise terminated, modified, or renewed in writing by the parties, will automatically renew on a month-to-month basis after the termination date for a period not to exceed six (6) months.
4. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the System or its authorized designees. Copies shall be furnished at no cost to the System if requested.
5. **Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the System's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the System, provided that Contractor gives written notice (including evidence of such assignment) to the System thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
6. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the System all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. **Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the System.

The System considers the Contractor to be a “vendor” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the System pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audit of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the System in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the System an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the System to be in the best interests of the System. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

8. **Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the System.

9. **Background Investigations.** Contractor agrees to conduct or cause to have conducted a background check of any employee of Contractor or of any vendor, service provider or subcontractor of Contractor who has been or will be given access unsupervised by Contractor or System to any office, room, or floor space of the property occupied by the System. Any such person as described in this paragraph will have passed such background check including for verification of, but not limited to:

- a. Social security trace – verification of social security number;
- b. Criminal history, including a criminal history check for applicable states and counties of residence for the past seven (7) years;
- c. Credit check;
- d. Prior employment verification;
- e. E-verify check;
- f. High school diploma/GED verification;
- g. A Department of Revenue tax liability check, if applicable, will be initiated.

Costs associated with these background checks shall be the sole responsibility of the Contractor. The following reasons may be used by Contractor to determine that a person described in this paragraph did not satisfactorily pass the background check:

- a. Discovery that the candidate provided false or inaccurate information on his or her application or resume, or during the employment interview.
- b. Inability to verify previous employment.
- c. Repeated unfavorable, job-related, performance references by former employers.

- d. Conviction of any crime involving theft, veracity, truthfulness, conversion of property, fraud, identity theft, or any non-motor vehicle traffic related felony.
- e. A pattern of financial instability, payroll garnishments, or creditor judgments against the candidate.

The System further reserves the right to conduct a FBI criminal history report, including a fingerprint search, of any Contractor or of any vendor, service provider or subcontractor of Contractor.

10. **Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the System. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

11. **Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the System and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the System as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's Web site at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the System may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the System of Indiana. The Contractor agrees that any payments currently due to the System of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the System.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the System, and agrees that it will immediately notify the System of any such actions. During the term of such actions, the Contractor agrees that the System may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the System or its agencies, and the System decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. Any payments that the System may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the System. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination and denial of further work with the System.

G. The Contractor hereby affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitations of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, as well as imposition of a civil penalty.

12. **Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the System's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The System shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

13. **Confidentiality of System Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the System.

The parties acknowledge that the services to be performed by Contractor for the System under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the System in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the System agree to

comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

14. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the System and must be continued without interruption and that, upon Contract expiration, a successor, either the System or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the System's written notice:

1. Furnish phase-in, phase-out services for up to six (6) months after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the System's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the System of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the System if any subcontractor becomes debarred or suspended, and shall, at the System's request, take all steps required by the System to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. **Default by System.** If the System, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

17. **Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the System agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all undisputed work, without delay, any additional costs incurred by the System or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the System for such costs.

C. The System may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the System to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

18. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the System within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the System of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the System for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the System within ten (10) days after receiving notice from an employee under

subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. **Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

A. The Contractor does not knowingly employ an unauthorized alien.

B. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

C. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

D. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The System may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the System.

20. **Employment Option.** If the System determines that it would be in the System's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any noncompetition agreements that may be in effect. This release will be at no cost to the System or the employee.

21. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

22. **Funding Cancellation.** When the System's Board of Trustees makes a written determination that

funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the System's Board of Trustees that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

24. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

25. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the System, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The System shall not provide such indemnification to the Contractor.

26. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the System with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

27. Information Technology Enterprise Architecture Requirements. If Contractor provides any information technology related products or services to the System, the Contractor shall comply with all IOT standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the System shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The System may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

28. Insurance. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the System. The State is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly under or in connection with this Contract.

1. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the System is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the System under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the System to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the System agency before the commencement of this Contract.

29. **Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the System shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the System.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

30. **Licensing Standards.** The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors

are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor agrees to notify the System immediately and the System, at its option, may immediately terminate this Contract.

31. **Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

32. **Minority and Women's Business Enterprises Compliance.** The Contractor acknowledges that it is the policy of the State of Indiana to provide an equal opportunity for minority and women's business enterprises to participate in procurement and contracting opportunities as a subcontractor. Furthermore, Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plans, if any.

33. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the System and any applicant or employee of the Contractor or any subcontractor. Contractor and any subcontractors shall also comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

34. **Notices to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the System shall be sent to:
Steve Russo
Executive Director
Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204

With a copy to:

B. Notices to the Contractor shall be sent to:

35. **Order of Precedence; Incorporation by Reference.** Any inconsistency or shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the System, (3) Solicitation Number __, (4) Contractor's response to solicitation number _____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the System and all such materials will be the property of the System. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the System, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the System and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the System full, immediate, and unrestricted access to the work product during the term of this Contract.

37. **Payments.** All payment obligations shall be made in arrears, net 30 in accordance with Indiana law and the System's fiscal policies and procedures. See Attachment B, Fees, incorporated by reference.

38. **Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

39. **Progress Reports.** The Contractor shall submit progress reports to the System upon request. The report shall be oral, unless the System, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the System that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. **Public Record.** The Contractor acknowledges that the System will not treat this Contract as containing confidential information.

41. **Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the System and Contractor. The term of the renewed contract may not be longer than the term of the original contract.

42. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. **Taxes.** The System is exempt from most state and local taxes and many federal taxes. The System will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. **Termination for Convenience.** This Contract may be terminated, in whole or in part, by the System whenever, for any reason, the System determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The System will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. If INPRS has already designated a subsequent vendor for Contractor's services, the Termination Notice shall specify a transition period in which Contractor will, in good faith, work to transition its services to the new vendor.

46. **Termination for Default**

A. The System may immediately terminate this Contract in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the System terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the System considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the System for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The System shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the System shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The System may withhold from these amounts any sum the System determines to be necessary to protect the System against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the System in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. **Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the System and in accordance with the System's Travel Policies and

Procedures.

48. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the System's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the System in accordance with applicable law for all damages to the System caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. **Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the System becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the System may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. **Investigations and Complaints.** To the extent permitted by applicable law, Contractor shall promptly advise the System in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Contractor's ability to perform its duties under this Contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Contractor is doing business. Except as otherwise required by law, the System shall maintain the confidentiality of all such information until investigating entity makes the information public.

51. **Service Level Agreements.** Contractor acknowledges that performance of the Services described herein is integral to the System's ongoing operations to provide pension benefits and the Contractor agrees to comply with the service level requirements set forth in Attachment C, which is attached hereto and incorporated herein.

52. **Noncollusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

In Witness Whereof, Contractor and the System have, through their duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

[Contractor]

By: _____
Printed Name: _____
Title: _____
Date: _____

INDIANA PUBLIC RETIREMENT SYSTEM

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT A
SCOPE OF SERVICES

(This page of sample contract left deliberately blank.)

ATTACHMENT B

FEEES

(This page of sample contract left deliberately blank.)

ATTACHMENT C
SERVICE LEVEL AGREEMENT

(This page of sample contract deliberately left blank)

APPENDIX B – MANDATORY RESPONDENT FORMS

B.1 Indiana Economic Impact Statement



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R5 / 3-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	<u>Prime Contractor Company</u> <u>Name:</u>	
18	<u>Number of Full Time</u> <u>Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	

19	<u>Subcontractor Company</u> <u>Name:</u>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time</u> <u>Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:				

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

B.2 Taxpayer Identification Number Request

Purpose of form: We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

Specific Instructions: Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Substitute Form
State Form 23743 (R 07/01)

Approved by State Board of Accounts 2001
Approved by Auditor of State 2001

Taxpayer Identification Number Request

State of Indiana

W-9

DO NOT send to IRS

Print or Type	Return to address below
Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address-Optional	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above
<input type="checkbox"/> Individual (Individual's SSN)	_____ - _____
<input type="checkbox"/> Sole Proprietorship (Owner's SSN or Business EIN) SSN	_____ - _____
	EIN _____ - _____
<input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited (Partnership's EIN)	_____ - _____
<input type="checkbox"/> Estate/Trust (Legal Entity's EIN)	_____ - _____
Note: Show the name and number of legal trust, or estate, not personal representatives	
<input type="checkbox"/> Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN)	_____ - _____
<input type="checkbox"/> Corporation Do you provide legal or medical serv. <input type="checkbox"/> Yes <input type="checkbox"/> No (Corp's EIN)	_____ - _____
<input type="checkbox"/> Government (or Government operated entity) (Entity's EIN)	_____ - _____
<input type="checkbox"/> Organization Exempt from Tax under Section 501(a)	
Do you provide medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No (Org's EIN)	_____ - _____
<input type="checkbox"/> Check here if you do not have a SSN or EIN but have applied for one.	

Under Penalties of perjury, I certify that:

(1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND
(2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)
CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type)

AUTHORIZED SIGNATURE

Title

Date

Phone

Agency _____ Agency use only ☐ Yes ☐ No Approved by _____

1099

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

B.3 Application for Certificate of Authority of a Foreign Corporation



APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

State Form 38784 (R9/ 12-02) Corporate Form 112
Approved By State Board Of Accounts, 1995

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq.
23-1-49-3

Filing Fee: \$90.00

NOTES:

1. An Original Certificate of Existence duly authenticated by the proper authority from corporation's domiciliary state within the last sixty (60) days must be submitted with this application.
2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

INSTRUCTIONS:

- Use 8 1/2" x 11" white paper for attachments.
- Present original and one copy to address in the upper right corner of this form.
- Please TYPE or PRINT.
- Please visit our office on the web at www.sos.in.gov.

APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA
The undersigned officer of the above corporation which was formed as:
<input type="checkbox"/> A general business corporation <input type="checkbox"/> A professional corporation
desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:

ARTICLE I: Name		
Name of Corporation (Must be identical to name shown in Articles of Incorporation and Amendments thereto)		
ARTICLE II: Address of Corporation		
Address of the principal office of corporation (Number and street, city, state and ZIP code)		
ARTICLE III: Registered Office and Registered Agent		
Name of the Registered Agent of the corporation (cannot be the corporation itself)		
Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)	INDIANA	ZIP code
ARTICLE IV: Date and State of Incorporation and Duration of Existence		
Date of incorporation in domiciliary state:	State of incorporation	
Expected period of duration listed in the Articles of Incorporation (perpetual, term of years or date certain e.g. December 31, 2050)		
ARTICLE V: Corporate Officers		
The names and business addresses of the officers of the Corporation:		
Name	Title	Address (Number, street, city, state and ZIP code)

B.4 Pricing Form

Service Provider is required to fill in pricing for all boxes which are not grayed out. INPRS will negotiate with selected provider on a mutually agreed upon pricing structure based on the pricing below.

Base Fees		Annual Cost				
Pricing Unit	Transition	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Transition Price						
Base Fees						
Additional Fees over Base Fee Assumptions						
Data fixes						
Monthly releases						
Large testing projects						
Total Annual Cost						

Base Fees should be based on the following Assumptions

Pricing Volumes	Description	Projected Monthly Volume
Fixed Transition Price	Price to transition from current service provider solution to new solution	na
Base Fees	Fixed monthly amount to include management, overhead and tools	na
Data fixes	Small data fixes. Typically take between 1 hour and 16 hours to complete (average of 3 hours)	100
Monthly releases	Monthly QA release for all applications.	1
Large testing projects	Large multi-month QA projects.	150 hours per month

In addition, Service Provider shall provide the following unit rates for Optional/Periodic services:

Data fixes (cost per fix)	
Monthly/Off Cycle releases (cost per hour)	
Large testing projects (cost per hour)	
Performance testing beyond normally expected testing events (cost per hour)	

B.5 Assumptions

*If assumption is not listed on this tab, then it is included in the contract price

#	RFP Reference	Assumptions
1		
2		
3		
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B.6 Confirmation Document

#	Topic	INPRS Position	Supplier Confirmation
1	Term	The initial term is requested as a three year contract, inclusive of transition, with two 1 year extensions which can be executed at INPRS's discretion.	
2	Pricing & Productivity	INPRS expects annual pricing productivity that reflects the expected increased personnel productivity.	
3	Inflation/COLA	The service provider's price is to include an inflation or COLA adjustments. There will be no inflation adjustments in the future.	
4	Service Levels	Pricing supports all of the requested service levels.	
5	Transition Fees	All transition fees are to be fixed bid.	
6	Travel Expenses	All necessary travel to support the transition activities and service delivery is to be included in the price.	
7	Provider Staffing Forecast	The service provider is to complete this document to the best of their ability. Not completing will be considered a noncompliant bid. INPRS understands that in some shared service environments, resources may be shared and therefore difficult to provide an exact staffing figure. Best estimates will suffice. It is intended for INPRS to gain comfort in the sizing, location and price of the service provider's delivery organization.	
8	Assumptions	Please ensure that all necessary assumptions related to the price have been documented in the Assumptions tabs in the pricing forms. Any assumptions not documented will not be considered valid during due diligence.	
9	Assumptions	Please use the Assumption section to clearly state any services and costs that have not been included in your price, with the exception of identified pass through costs.	
10	Assumptions	INPRS will assume that all services in the SOW with an X in the SP column have been included in the price unless noted in the assumptions.	

#	Topic	INPRS Position	Supplier Confirmation
11	Application Development Demand Forecast Model	INPRS will provide to service provider a three-month rolling forecast for application development projects. This three-month rolling forecast will be updated on a monthly basis by INPRS. This forecast will enable Supplier to proactively plan increases, decreases, and changes in staff to meet INPRS's demand. INPRS expects to be able to adjust demand outside of 20 days without constraint. Within 20 days, service provider commits to best efforts in meeting any demand outside of the forecast should the need arise.	
12	RFP Requirements	By submitting a proposal, service provider confirms that it understands and agrees to all the requirements specified in the RFP.	
13	Good Faith	The service provider confirms it is prepared to enter into discussions and negotiations in good faith with INPRS, and take the appropriate action to conduct such negotiations within the stated time period at INPRS facilities or other facilities designated by INPRS.	
14	Negotiation Authority	The service provider should provide the names and positions of persons nominated and granted authority to negotiate on behalf of and to contractually bind its company in the event the service provider is selected for further negotiations with INPRS.	
15	Compliance Certification	Service provider should confirm they are in total compliance with the requirements described in section 1.15.	
16	Other Government Body Consideration	Service provider should indicate whether or not it will extend its prices to other government bodies. (please reference section 4.4)	

B.7 Staffing Forecast Matrix

Service Provider is required to complete the following matrix based on the proposed solution included in the pricing from Appendix B.4. Numbers should be the average staffing for the period indicated.

Staffing Matrix

FTE Type	Location	Transition	Steady State				
			Year 1	Year 2	Year 3	Year 4	Year 5
service provider FTE's: Management	<i>Onsite</i>						
service provider FTE's: Senior	<i>Onsite</i>						
service provider FTE's: Junior	<i>Onsite</i>						
service provider FTE's: Management	<i>Offsite - Indiana</i>						
service provider FTE's: Senior	<i>Offsite - Indiana</i>						
service provider FTE's: Junior	<i>Offsite - Indiana</i>						
service provider FTE's: Management	<i>Offsite - Other US</i>						
service provider FTE's: Senior	<i>Offsite - Other US</i>						
service provider FTE's: Junior	<i>Offsite - Other US</i>						
Total FTE's							

B.8 Intent to Bid Form

We hereby acknowledge receipt of INPRS RFP No. 14-15 for Software Quality Assurance Managed Services and confirm that:

(_____) We intend to submit a bid for the requirements of the RFP. We understand that questions concerning this RFP and our final proposal must be submitted by the dates and times indicated in the RFP Schedule provided to us with the RFP package. We understand that INPRS may reject any proposal that does not comply with the RFP instructions.

Please send all information relating to this solicitation to our authorized representative at the following address:

Organization Name: _____

Authorized Representative's Name & Title: _____

Complete Mailing Address: _____

Email: _____

Telephone Number: _____

(_____) We do not intend to submit a bid in response to the RFP.

Signature

Print Name and Title

Date